

# DECISION



19895 *Cohen*  
**THE COMPTROLLER GENERAL  
OF THE UNITED STATES**  
WASHINGTON, D.C. 20548

FILE: B-202963

DATE: October 28, 1981

MATTER OF: ADJL Enterprises, Inc.

## DIGEST:

1. Protest that the RFP's delivery schedule was too restrictive is dismissed as untimely, since it was not filed before proposals were due.
2. GAO has no basis to object to a contract award that resulted from the proper evaluation of proposals according to the RFP's evaluation scheme.

ADJL Enterprises, Inc. protests the Department of the Navy's award of a contract to TRACOR MBAssociates for 17,266 boxes of aluminum chaff (64 units per box), which was listed as item number 2 in request for proposals (RFP) N00104-81-R-ZC53. A contract for item number one--(1,344 boxes)--was awarded to ADJL. The two firms are the only current producers of aluminum chaff. ADJL, a small business, contends that the schedule set in amendment 0002 to the RFP for the delivery of item number 2 required so many boxes to be delivered each month that it favored TRACOR, which is a large business. ADJL also questions the evaluation of the prices proposed by the two offerors in response to the RFP.

The protest against the delivery schedule for item number 2 is dismissed as untimely. Also, we find that the proposals were evaluated properly.

The RFP as issued on February 25, 1981, listed only item number 1. Proposals were due by 4 p.m. on March 25. Amendment 0001, issued on March 2, added item number 2 to meet a need of the Department of the Air Force. The amendment required delivery of the 17,266 boxes at the rate of 1,000 each month. The Air Force then requested that the required delivery rate for item number 2 be increased to

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2,000 boxes each month, which the contracting activity did first by informally advising the offerors of the change on March 19, and then by issuing amendment 0002 on March 20.

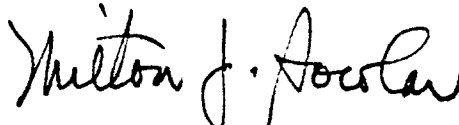
Both ADJL and TRACOR offered to supply each item and to meet the required delivery schedules. Based on the evaluated prices, a contract was awarded to ADJL for item number 1 and to TRACOR for item number 2.

Our Bid Protest Procedures require that a protest against an alleged impropriety in an RFP which is apparent before the date that proposals are due be filed before that date. 4 C.F.R. § 21.1(b)(1) (1981). Here, however, ADJL chose to compete for item number 2 and offer to meet the Air Force's delivery need of 2,000 boxes per month rather than protest the alleged unfairness in the delivery schedule before the March 25 date for proposal submission. It was not until April 21, apparently after ADJL learned that it lost the competition for the item to TRACOR, that ADJL protested the RFP delivery schedule. Accordingly, the protest on the matter is untimely and will not be considered on the merits.

With respect to the evaluation of offers, it was clear from the RFP that the award for each item would be based on the low evaluated price. For evaluation purposes, the prices submitted were to be decreased by any offered discounts for payment in 20 or more days, and increased by (1) the rental fee for any Government property that an offeror proposed to use, and (2) the costs of transporting the aluminum chaff from the point of origin to the destination in Georgia. (Offers were solicited on an F.O.B. origin basis.)

ADJL's offer for each of the 2 items was slightly lower than TRACOR's. The contracting officer then reduced ADJL's price for each item by the firm's offered prompt payment discount, and increased TRACOR's offer for each item by a rental fee for the Government property that would be necessary to its performance. This evaluation had the effect of further increasing the difference in the offers for each item. The contracting officer then added to each offer the cost of transportation to the items' destination in Georgia. Transportation costs for TRACOR, which is located in North Carolina, were substantially lower than those for ADJL, which is in New York. As a result, TRACOR's evaluated offer for item number 2 was lower than ADJL's, although ADJL remained low for item number 1.

Since the evaluation and awards conformed to the evaluation method under which the offerors competed, we have no basis to question the propriety of the contract awards.

for   
Comptroller General  
of the United States